

MILITARY MISSION

Agreement signed at Washington December 10, 1945

Entered into force December 10, 1945

Amended by agreements of February 3 and 15, 1950;¹ March 4 and October 17, 1958;² February 25 and May 13, 1959;³ and March 17 and 28, 1966⁴

Extended by agreements of February 3 and 15, 1950;¹ July 2 and September 18, 1953;⁵ March 4 and October 17, 1958;² May 16 and 17, 1962;⁶ and March 17 and 28, 1966⁴

59 Stat. 1682; Executive Agreement Series 486

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COSTA RICA

In conformity with the request of the Government of the Republic of Costa Rica to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men of the United States Army to constitute a Military Mission to the Republic of Costa Rica under the conditions specified below.

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of Public Security of the Republic of Costa Rica and with the personnel of the Costa Rican Army, with a view to enhancing the efficiency of the Costa Rican Army.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Costa Rica, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Govern-

¹ 1 UST 445; TIAS 2079.

² 11 UST 2227; TIAS 4595.

³ 12 UST 901; TIAS 4795.

⁴ 17 UST 531; TIAS 5998.

⁵ 5 UST 2502; TIAS 3109.

⁶ 14 UST 503; TIAS 5348.

ment of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

ARTICLE 3. If the Government of the Republic of Costa Rica should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Costa Rica at any time during a period when either Government is involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such number of personnel of the United States Army as may be agreed upon by the Minister of Public Security of the Republic of Costa Rica through his authorized representative in Washington and by the War Department of the United States of America. The individuals to be assigned shall be those agreed upon by the Minister of Public Security of the Republic of Costa Rica or his authorized representative and by the War Department of the United States of America or its authorized representative.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. Prior to inception of operations by the Mission under this Agreement, a tentative program for the Mission will be informally agreed upon between the Minister of Public Security of the Republic of Costa Rica and representatives of the War and State Departments of the United States of America. Any changes in this program which experience may demonstrate to be desirable shall be similarly agreed upon. The Mission shall carry out such duties as may be determined in pursuance of this Article and such other duties consistent with the purposes of this Agreement, as set

forth in Article 1, as may be assigned by the Minister of Public Security of the Republic of Costa Rica. The members of the Mission shall be responsible directly to the Minister of Public Security of the Republic of Costa Rica through the Chief of the United States Military Mission.

ARTICLE 8. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army, and shall wear the uniform of his rank in the United States Army, but shall have precedence over all Costa Rican officers of the same rank.

ARTICLE 9. Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Costa Rican Army provide for Costa Rican officers of corresponding rank.

ARTICLE 10. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

TITLE IV

Compensation and Perquisites

ARTICLE 11. Members of the Mission shall receive from the Government of the Republic of Costa Rica such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the Republic of Costa Rica for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Costa Rica or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Minister of Public Security of the Republic of Costa Rica in order to comply with the provisions of this Article that the compensation agreed upon shall be net.

ARTICLE 12. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America, or by mutual agreement when departure is from a place other than the United States of America, of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 13. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Costa Rica, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 14. Each member of the Mission and each dependent member of his family shall be provided with first-class accommodations for travel required and performed under this Agreement by the shortest usually traveled route between the port of embarkation in the United States of America and his official residence in the Republic of Costa Rica, and from his official residence in the Republic of Costa Rica to the port of debarkation in the United States of America. Each member of the Mission shall be reimbursed for the expenses of shipment of his household effects and baggage; such reimbursement shall include all necessary expenses incident to unloading from the steamer upon arrival in the Republic of Costa Rica, cartage between the ship and the residence in the Republic of Costa Rica, and packing and loading on board the steamer upon departure from the Republic of Costa Rica. The cost of this transportation for members of the Mission, dependent members of their families, their household effects and baggage shall be borne by the Government of the United States of America. The transportation of such household effects and baggage shall be made in a single shipment and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond their control. The provisions of this Article shall likewise apply to officers who are subsequently detailed to the Republic of Costa Rica for temporary duty, as additional personnel, or replacements for members of the Mission. The expenses of shipment of automobiles of the members of the Mission shall be borne by the Government of the Republic of Costa Rica.

ARTICLE 15. The Government of the Republic of Costa Rica shall grant, upon request of the members of the Mission, exemption from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof and of members of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or of the *Chargé d' Affaires ad interim*.

ARTICLE 16. Compensation for transportation and traveling expenses in the Republic of Costa Rica on official business of the Government of the Republic of Costa Rica shall be provided by the Government of the Republic of Costa Rica in accordance with the provisions of Article 9.

ARTICLE 17. Suitable motor transportation with chauffeur, shall on call be made available by the Government of the Republic of Costa Rica for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 18. The Government of the Republic of Costa Rica shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 19. If any member of the Mission, or any member of his family, should die in Costa Rica, the Government of the Republic of Costa Rica shall have the body transported to such place in the United States of

America as the surviving members of the family may decide, but the cost to the Government of the Republic of Costa Rica shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 14. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of Costa Rica, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ARTICLE 20. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Costa Rica shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Costa Rican Army, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Costa Rica.

ARTICLE 21. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 22. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 23. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 24. The leave specified in the preceding Article may be spent in the Republic of Costa Rica, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking

such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 25. The leave specified in Article 23 may be spent in foreign countries, subject to the standing instructions of the War Department of the United States of America concerning visits abroad. In all cases the said leave or portions thereof, shall be taken by the officers only after consultation with the Ministry of Public Security of the Republic of Costa Rica with a view to ascertaining the mutual convenience of the Government of the Republic of Costa Rica and the officers in respect to this leave.

ARTICLE 26. Members of the Mission who may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 27. The Government of the Republic of Costa Rica shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Minister of Public Security of the Republic of Costa Rica, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Republic of Costa Rica shall be paid by the Government of the Republic of Costa Rica. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence, but if he is an enlisted man the cost of subsistence shall be paid by the Government of the Republic of Costa Rica. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 9.

ARTICLE 28. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, James F. Byrnes, Secretary of State of the United States of America, and Francisco de P. Gutierrez, Ambassador Extraordinary and Plenipotentiary of the Republic of Costa Rica in Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this tenth day of December, one thousand nine hundred forty-five.

For the Government of the United States of America:

JAMES F. BYRNES [SEAL]

For the Government of the Republic of Costa Rica:

F. GUTIERREZ [SEAL]